



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

1595 Wynkoop Street  
DENVER, CO 80202-1129  
Phone 800-227-8917  
<http://www.epa.gov/region08>

1240765 - R8 SDMS

Ref: 8ENF-RC

JUL 19 2012

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED**

Article No. 7009-3410-0000-2593-8689

Mr. William J. Duffy  
Counsel for Atlantic Richfield Company  
Davis, Graham & Stubbs  
1550 Seventeenth Street, Suite 500  
Denver, CO 80202

Re: Atlantic Richfield's Request for Additional Documentation  
Rico-Argentine Site, Dolores County, Colorado

Dear Mr. Duffy:

This is in response to your letter of July 2, 2012, to the U.S. Environmental Protection Agency (EPA) requesting additional documentation of the response costs incurred by the EPA and billed to Atlantic Richfield pursuant to the Unilateral Administrative Order for Removal Action, EPA Docket #CERCLA-08-2011-0005 (Administrative Order) for the Rico-Argentine Site. The Administrative Order, issued pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.* (CERCLA), provides that the EPA's certified cost summary shall serve as the basis for the demand of oversight costs. Further, the documents you have requested contain confidential business information (CBI). Pursuant to 40 C.F.R. Parts 2.310(b) and (g), this material cannot be released without a signed confidentiality agreement and until the EPA has notified contractors that their CBI will be released.

While we believe the certified cost summary we previously provided adequately documents EPA's costs, we will accommodate your request for additional documentation provided that Atlantic Richfield executes and returns the enclosed confidentiality agreement. Please note the costs associated with gathering this additional documentation are recoverable CERCLA response costs. Further, pursuant to paragraph 49 of the Administrative Order and section 107(a) of CERCLA, interest will begin accruing on the unpaid principal balance of \$315,059.88 at the rate of 0.74% from the date of the EPA's original demand letter and will continue to accrue through the date of payment.

Please call me at (303) 312-6410 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amelia Piggott".

Amelia Piggott  
Enforcement Attorney

Enclosure

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cc w/enc: Carol Pokomy, 8ENF-RC  
Amelia Piggott, 8ENF-L  
Nevetta Chapman, 8TMS-F  
Sharon Abendschan, 8ENF-RC  
Site File

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Certified Fee			
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MR. WILLIAM J. DUFFY  
COUNSEL FOR ATLANTIC RICHFIELD COMPANY  
DAVIS GRAHAM & STUBBS  
1550 SEVENTEENTH STREET, SUITE 500  
DENVER, CO 80202

PS Form 3800, August 2006

See Reverse for Instructions

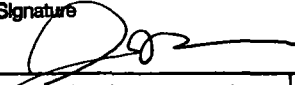
**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

MR. WILLIAM J. DUFFY  
COUNSEL FOR ATLANTIC RICHFIELD COMPANY  
DAVIS GRAHAM & STUBBS  
1550 SEVENTEENTH STREET, SUITE 500  
DENVER, CO 80202

JUL 19 2012

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature X 		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from Item 1? <input type="checkbox"/> Yes enter delivery address below: <input type="checkbox"/> No		

Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> O.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number  
(Transfer from service) 7009 3410 0000 2593 8689

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

# **MODEL CONFIDENTIALITY AGREEMENT**

## **AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION**

The United States Environmental Protection Agency (EPA) and the Atlantic Richfield Company (AR) hereby agree that settlement of the Government's claim concerning the Rico-Argentine Site located near the Town of Rico in Dolores County, Colorado will involve the production of documents which have been submitted to the EPA by the various contractors listed in Annex 1 (submitters) containing certain information which may be entitled to confidential treatment under 40 CFR Part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of the submitters in the confidentiality of their business information.

The terms of the Agreement Regarding Confidentiality of Business Information (Agreement) are as follows:

1. The EPA shall provide the document(s) containing information which may be entitled to confidential treatment to AR and such document(s) shall be handled in accordance with the terms of this Agreement.
2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial information submitted by a person to the EPA and which may be entitled to confidential treatment under 40 CFR Part 2. This information has not been determined by the EPA under 40 CFR Part 2, Subpart B not to be entitled to confidential treatment.
3. Any information to be produced by the EPA pursuant to this Agreement shall be stamped conspicuously with the word "CONFIDENTIAL", "CONFIDENTIAL BUSINESS INFORMATION" or "CBI" by the EPA on the top of each page of each document prior to production to AR. The transmittal of information designated as confidential shall be done by letter from the EPA stating that the information designated as confidential is subject to this Agreement.
4. Information designated as confidential under this Agreement shall not be used or disclosed by AR or any other person subject to paragraph 7 below for any purpose other than the preparation for negotiation of a settlement.
5. AR and AR's counsel, who obtain information designated as confidential hereunder, and any nonparty subject to this Agreement, shall not disclose or permit disclosure of this information to any other person, including, without limitation, any officer, director, employee, agent or representative of the PRP, the PRP's counsel or any nonparty, except in the following circumstances:
  - a. Disclosure may be made to employees of AR or of AR's counsel who have responsibility for settlement negotiations involving the Rico-Argentine Site. Any employee to whom disclosure is made shall be advised of, and become subject to, the provisions of this Agreement prior to such disclosure by executing the Confidentiality Agreement (Annex 2) annexed hereto. Employees do not include persons, firms or corporations engaged by AR or AR's counsel on a contract basis, who shall be subject to the requirements of subparagraph (b) of this paragraph.
  - b. Disclosure may be made to consultants, witnesses, experts or employees of experts (Expert(s)) employed or otherwise engaged by AR or AR's counsel to assist in the preparation for negotiations.

Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement by executing the Confidentiality Agreement annexed hereto. A copy of each executed Confidentiality Agreement shall be furnished to the EPA and submitter not less than five (5) business days prior to disclosure to the Expert of the business information.

6. AR, AR's counsel and any other person subject to this Agreement who obtains information designated as confidential hereunder shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in paragraph 5 above, no other person shall be permitted access to the information.

7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries or descriptions of the information or any portion thereof only for the purpose of preparation for settlement negotiations for cost recovery at the Rico-Argentine Site. All copies, duplicates, extracts, etc. shall be subject to the terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any submitter's claim of confidentiality.

9. Within 60 days after termination of negotiations, or as determined by the EPA, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to the EPA, including all copies, extracts, summaries or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from the EPA. All such information covered by this Agreement which constitutes the work product of counsel for AR shall be destroyed. However, if before the expiration of the 60 days the United States has filed a cost recovery action in Federal court for the Rico-Argentine Site, naming AR as a party, AR may retain the information. Such retention shall be governed by the provisions of this Agreement until entry of a protective order governing the information.

FOR: ATLANTIC RICHFIELD COMPANY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Printed Name, Title

FOR: THE ENVIRONMENTAL PROTECTION AGENCY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Amelia Piggott, Enforcement Attorney

\_\_\_\_\_  
Amelia Piggott, Enforcement Attorney  
United States Environmental Protection Agency  
Region 8

**ANNEX 1**  
**TO**  
**AGREEMENT REGARDING CONFIDENTIALITY OF**  
**BUSINESS INFORMATION BETWEEN THE EPA**  
**AND**  
**ATLANTIC RICHFIELD COMPANY**

**ADMINISTRATIVE SUPPORT SERVICES (Contract #EPW05052)**

Ann Dugan, Program Manager  
ARSC Management Services, Inc.  
6303 Ivy Lane, Suite 130  
Greenbelt, MD 20770

**ENFORCEMENT SUPPORT SERVICES (Contract #EPR80910)**

Donna Toeroek, President  
Toeroek Associates, Inc.  
300 Union Boulevard, Suite 520  
Lakewood, CO 80228

**SUPERFUND TECHNICAL ASSISTANCE RESPONSE (START3) (Contract #EPW05050)**

Chuck Baker, Program Manager  
URS Operating Services, Inc.  
1099 18<sup>th</sup> Street, Suite 710  
Denver, CO 80202

**TECHNICAL SERVICES AND SUPPORT (TSSO) (Contract #EPW11024)**

Ann Dugan, Program Manager  
ARSC Management Services, Inc.  
6303 Ivy Lane, Suite 130  
Greenbelt, MD 20770

**ANNEX 2**  
**TO**  
**AGREEMENT REGARDING CONFIDENTIALITY OF**  
**BUSINESS INFORMATION BETWEEN EPA AND**  
**ATLANTIC RICHFIELD COMPANY**  
**BUSINESS INFORMATION CONFIDENTIALITY AGREEMENT**

The undersigned individual(s) is/are currently working at \_\_\_\_\_ which is located at \_\_\_\_\_. During the past year, the undersigned has been employed or otherwise engaged as a consultant or contractor by the following companies located at the corresponding address(es):

1)

2)

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information (Agreement) executed by the attorneys for the parties involved in settlement of the Government's claim concerning the Rico-Argentine Site, understands the terms thereof and agrees to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential by the submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any lawsuit associated with the settlement negotiations is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. 9604(e)(7)(B).

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Printed Name, Title